

Exhibit 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

ANDREA GROVE and)
CHRYSTINA WINCHELL,)
individually and on behalf)
of similarly situated individuals,) NO. 8:20-CV-00193-JFB-MDN
)
Plaintiffs,)
)
v.)
)
MELTECH, INC.,)
H&S CLUB OMAHA, INC.,)
SHANE HARRINGTON, and)
BRAD CONTRERAS,)
)
Defendants.)
)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”, “Settlement” or “Agreement”) is entered into between Plaintiffs Andrea Grove and Chrystina Winchell (“Plaintiffs”), fourteen FLSA opt-ins, and Defendants Meltech, Inc., H&S Club Omaha, Inc., Shane Harrington and Brad Contreras (collectively, “Defendants” or “Club Omaha”). Plaintiffs, Defendants, and opt-ins are referred to collectively as the “Parties.” In consideration of the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Plaintiff Grove filed the above-captioned lawsuit in the United States District Court for the District of Nebraska on May 26, 2020, and a complaint with the Nebraska Equal Opportunity Commission (“NEOC”) on February 18, 2020.

2. The Parties attended a settlement Conference before Magistrate Nelson on September 15, 2021.

3. As a result of the settlement Conference, the Parties agreed to settle the claims of Plaintiff and all opt-ins pursuant to the terms of this Settlement Agreement.

4. There are a total of 16 individuals - Plaintiffs and opt-ins - who are currently a part of this case and who are covered by the Settlement Agreement reached by the Parties.

5. Plaintiffs’ Counsel have made a thorough and independent investigation of the facts and law relating to the allegations in this lawsuit. In agreeing to this Settlement Agreement,

Plaintiffs have considered: (a) the facts developed during discovery and the pre-mediation process and the law applicable thereto; (b) the risks of continued litigation; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement Agreement are fair and reasonable, and that it is in the best interests of Plaintiffs and the opt-ins to settle their claims against Defendants as set forth herein.

6. Defendants deny the allegations in this lawsuit and Plaintiff Grove's NEOC claims. Defendants are entering this Agreement to eliminate the burden and expense of further litigation. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any other entity, of any fault, liability, or wrongdoing, which Defendants expressly deny.

7. In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and the opt-ins agree to release Defendants Meltech, Inc., H&S Club Omaha, Inc., Shane Harrington and Brad Contreras, and all affiliates, business units, members, partners, shareholders, predecessors, successors, officers, directors, agents, employees, contractors, lawyers, and assigns, from any and all claims that accrued prior to the date this agreement is fully executed.

8. In addition, as a condition of the Settlement Agreement, the Parties agree to dismiss the three legal proceedings pending against each other with prejudice, (1) Plaintiff Grove's discrimination charges and amended charges pending before the NEOC (No. NEB 2-19/20-2-51134 RS 32 E 2020-00285), (2) Defendants' AAA proceeding (AAA Case: 01-20-0007-2758), and (3) Defendants' state law Complaint (No. C1 21-8560) against Plaintiffs Grove and Winchell and opt-ins Diana Blanco, Jade Guerrero, Allyia Lewis, Rylee Struble and Tonya Contreras. The Parties shall take appropriate action to dismiss these proceedings with prejudice within seven (7) days of the Court granting the Plaintiffs' Motion for Settlement Approval as follows: Plaintiff Grove will send a certified letter to the NEOC withdrawing her claims with prejudice and a cc of this correspondence to Defendants (since she is a pro se party in this proceeding) and Defendants shall dismiss the aforementioned state law Complaint and AAA proceeding with prejudice.

9. Plaintiffs' Counsel shall file an unopposed Motion for Settlement Approval on or before November 5, 2021.

10. Within fifteen (15) days of the Court's Order approving the settlement agreement, the Gross Settlement Amount of \$160,000.00 (which includes the \$4,865.00 fee award) shall be paid by Defendants to an interest-bearing escrow account identified by Plaintiffs' Counsel.

11. No portion of the Gross Settlement Amount shall revert to Defendants.

12. Subject to the Court's Approval Order, Plaintiffs' Counsel shall receive attorneys' fees and costs from the Gross Settlement Amount in the amount of \$50,000.00 (which includes the \$4,865.00 fee award), in compensation for all work performed to date as well as all work remaining to be performed in the Action, including but not limited to documenting the Settlement, ensuring it is fairly administered and implemented, and obtaining final dismissal of the Action.

13. In consideration for releasing her claims currently pending before the NEOC, Plaintiff Grove shall receive a payment of \$10,000.00 from the Gross Settlement Amount.

14. The remaining funds (the “Net Settlement Amount”) of \$100,000.00 shall be apportioned among Plaintiffs and the opt-ins.

15. All Settlement Awards to the Plaintiffs and opt-ins shall be reported on an IRS Form 1099 and shall not be subject to FICA and FUTA withholding taxes.

16. Plaintiffs’ Counsel shall mail all Settlement Awards to Plaintiffs and opt-ins as soon as practicable upon receipt of funds from Defendants.

17. The Parties agree to withhold any public or private comment about a) Plaintiffs’ and opt-ins’ work for Defendants, b) this lawsuit, c) this settlement agreement, or d) any other legal claims filed to date by Plaintiffs against Defendants or Defendants against Plaintiffs. The Parties shall state, in responses to any questions posed regarding this case and all claims filed to date, that they have resolved their respective claims amicably. If Defendants are contacted by the media regarding the settlement, they may release the following statement: *“Since it was going to cost Club Omaha \$250,000 - \$400,000 in attorneys’ fees to defend the case through trial and appeal over a period of years with major inconveniences, settlement for \$160,000 made sense at this time. Defendants still deny every claim made in this lawsuit and with the NEOC.”*

18. This Settlement Agreement shall be governed by and interpreted according to the laws of the state of Nebraska, without regard to that state’s conflict of laws principles.

19. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:  _____ Date: October ___, 2021
Andrea Grove

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PLAINTIFF:  _____ Date: October ___, 2021
Christina Winchell

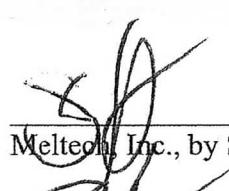
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APPROVED AS TO FORM BY PLAINTIFF’S COUNSEL:

 _____ Date: October ___, 2021
Harold Lichten
Olena Savytska
LICHTERN & LISS-RIORDAN, P.C.
729 Boylston St., Suite 2000
Boston, MA 02116

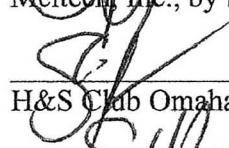
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DEFENDANT:


Meltech Inc., by Shane Harrington

Date: October 29, 2021

DEFENDANT:


H&S Club Omaha, by Shane Harrington

Date: October 29, 2021

DEFENDANT:


Shane Harrington, Individually

Date: October 29, 2021

DEFENDANT:


Brad Contreras, Individually

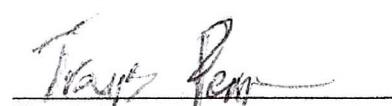
Date: October 29, 2021

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:


Evan Spencer

Date: October 29, 2021

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Travis Penn

Date: October 30, 2021

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